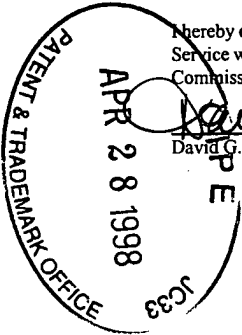


PATENT

CERTIFICATE OF MAILING UNDER 37 C.F.R. § 1.8

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as First Class Mail in an envelope addressed to: Assistant Commissioner for Patents, Washington, D.C. 20231 on April 22, 1998.

David G. Parkhurst, Reg. No. 29,422



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of)
Christopher R. Parish) Examiner: N. Johnson
Serial No.: 08/815,933)
Filed: March 13, 1997) Art Unit: 1642
For: ANGIOGENESIS INHIBITORY)
ANTIBODIES) Docket No. DAVCO-42403
April 22, 1998

Los Angeles, CA 90024

TERMINAL DISCLAIMER TO OBVIATE DOUBLE PATENTING REJECTION
UNDER 37 C.F.R. § 1.321

Assistant Commissioner for Patents
Washington, D.C. 20231

Sir:

Petitioner, THE AUSTRALIA NATIONAL UNIVERSITY, having a place of business at Acton, Australian Capital Territory 2601, Australia, is the assignee and owner of 100 percent interest in the instant application, serial no. 08/815,933, filed on March 13, 1997, which was a continuation of serial no. 08/433,423 filed July 3, 1995, as recorded at reel 7536 Frame 0215 to 0217 in connection with serial no. 08/433,423. The assignment document has been reviewed, and petitioner hereby certifies that, to the best of petitioner's knowledge and belief, title in the instant

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fee on transmittal

Serial No.: 08/815,933

application, serial no. 08/815,933, is in petitioner.

Petitioner hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. § 1.54 to 156 and 173, as presently shortened by any terminal disclaimer, of prior Patent No. 5,677,181, issued October 14, 1997, which is also owned by petitioner. Petitioner hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and the prior patent are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, petitioner does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. § 154 to 156 and 173 of the prior patent, as presently shortened by any terminal disclaimer, in the event that it later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321, has all claims cancelled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

The undersigned is an attorney of record.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are

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punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

April 22, 1998

Date

David G. Parkhurst

David G. Parkhurst, Reg. No. 29,422